

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

AMAZON.COM SERVICES INC.

and

Case No. 29-CA-280153

(b) (6), (b) (7)(C) an Individual

and

**Case Nos. 29-CA-286577
29-CA-287614
29-CA-290880
29-CA-292392
29-CA-295663**

AMAZON LABOR UNION

**ORDER FURTHER CONSOLIDATING CASES, AMENDED CONSOLIDATED COMPLAINT
AND NOTICE OF HEARING**

On May 31, 2022, a Consolidated Complaint and Notice of Hearing issued in Case Nos. 29-CA-286577, 29-CA-287614, 29-CA-290880 and 29-CA-292392 alleging that Amazon.com Services, LLC (“Respondent”) had engaged in unfair labor practices that violate the National Labor Relations Act (“Act”), 29 U.S.C. § 151 et seq. Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (“Board”) and to avoid unnecessary costs or delay, **IT IS ORDERED THAT** those cases are further consolidated with Case No. 29-CA-295663, filed by Amazon Labor Union (“Union”), which alleges that Respondent has engaged in further unfair labor practices within the meaning of the Act.

This Amended Consolidated Complaint and Notice of Hearing, issued pursuant to Section 10(b) of the Act and Section 102.15 of the Board’s Rules and Regulations, is based on these consolidated cases and alleges that Respondent has violated the Act as described below.

1. (a) The charge in Case No. 29-CA-280153 was filed by Charging Party **(b) (6), (b) (7)(C)** on July 16, 2021, and a copy was served on Respondent by U.S. mail on July 20, 2021.

(b) The charge in Case No. 29-CA-286577 was filed by the Union on November 19, 2021, and a copy was served on Respondent by U.S. mail and email on November 22, 2021.

(c) The charge in Case No. 29-CA-287614 was filed by the Union on December 13, 2021, and a copy was served on Respondent by U.S. mail and email on December 14, 2021.

(d) The charge in Case No. 29-CA-290880 was filed by the Union on February 17, 2022, and a copy was served on Respondent by U.S. mail and email on February 18, 2022.

(e) The charge in Case No. 29-CA-292392 was filed by the Union on March 16, 2022, and a copy was served on Respondent by U.S. mail and email on March 17, 2022.

(f) The first amended charge in Case No. 29-CA-292392 was filed by the Union on April 12, 2022, and a copy was served on Respondent by U.S. mail and email on April 14, 2022.

(g) The charge in Case No. 29-CA-295663 was filed by the Union on May 11, 2022, and a copy was served on Respondent by U.S. mail and email on May 12, 2022.

2. (a) At all material times, Respondent, a Delaware limited liability company with a fulfillment center located at 546 Gulf Avenue in Staten Island, New York (the “JFK8 Facility”) and a sortation center located at 526 Gulf Avenue in Staten Island, New York (the “LDJ5 Facility”) has been engaged in providing online retail sales throughout the United States.

(b) During the past twelve-month period, which period is representative of its operations in general, Respondent, in conducting its business operations described above in subparagraph 2(a), derived gross revenues in excess of \$500,000 and purchased and received at its JFK8 Facility goods valued in excess of \$5,000 directly from suppliers located outside the State of New York.

3. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

4. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(a) (b) (6), (b) (7)(C)

(b) (b) (6), (b) (7)(C)

6. On the dates set forth opposite their respective names, the following individuals were agents of Respondent, acting on its behalf, within the meaning of Section 2(13) of the Act:

- (a) Currently unidentified (b) (6), (b) (7)(C) Employee Relations Agent – on or about November 10, 2021;
- (b) (b) (6), (b) (7)(C) – on or about November 11, 2021;
- (c) (b) (6), (b) (7)(C) – on or about February 16, 2022;
- (d) (b) (6), (b) (7)(C) – on or about March 15, 2022;
- (e) (b) (6), (b) (7)(C) – on or about April 10, 2022; and
- (f) (b) (6), (b) (7)(C) – on or about April 18, 2022

7. On various dates since about May 2021, Respondent posted and/or distributed to JFK8 Facility employees written messages, which:

- (a) threatened employees with the loss of benefits if they chose to be represented by the Union;

and

- (b) threatened to withhold or reduce employees' wages.

8. On various dates since about May 2021, Respondent distributed to its employees via text message and/or the "Amazon A to Z" web application written messages, which:

- (a) threatened employees with the loss of benefits if they chose to be represented by the Union;
- (b) threatened to withhold or reduce employees' wages by stating that signing a Union

authorization card may obligate employees to pay the Union a monthly fee deducted from their paychecks.

9. About July 9, 2021, Respondent's employee (b) (6), (b) (7)(C) concertedly complained to Respondent regarding employees' wages, hours, and working conditions by posting on Respondent's Voice of the Associates ("VOA") Board a demand that Respondent make the Juneteenth holiday a paid holiday and asking employees to sign a petition requesting Respondent to make Juneteenth a paid holiday.

10. Since on or about a date within the 10(b) period, a more specific date presently unknown, Respondent has maintained the following rule, in relevant part:

“The orderly and efficient operation of Amazon’s business requires certain restrictions on solicitation of associates and the distribution of materials or information on company property. This includes solicitation via company bulletin boards or email or through other electronic communication media... Examples of prohibited solicitation include the sale of merchandise, products, or services (except as allowed on forsale@Amazon alias), soliciting for financial contributions, memberships, subscriptions, and signatures on petitions, or distributing advertisements or other commercial materials.”

11. On or about July 12, 2021, Respondent engaged in the following conduct:

- (a) discriminatorily enforced its “No Solicitation” rule, described above in paragraph 10, against (b) (6), (b) (7)(C);
- (b) by (b) (6), (b) (7)(C) in the office of the General Manager at JFK8, threatened (b) (6), (b) (7)(C) with discipline for posting on the VOA Board regarding Amazon paying employees for the Juneteenth holiday;
- (c) revoked (b) (6), (b) (7)(C) authorization to post on the VOA Board.

12. Respondent engaged in the conduct described above in paragraph 11 because (b) (6), (b) (7)(C) engaged in the conduct described above in paragraph 9, and to discourage employees from engaging in these or other concerted activities.

13. On or about the following dates, at the JFK8 Facility, Respondent required its employees to attend mandatory meetings for the purpose of exposing employees to Respondent’s statements in opposition to the Union:

- (a) November 10, 2021;
- (b) November 11, 2021;
- (c) February 16, 2022; and
- (d) March 15, 2022.

14. On or about the following dates, at the LDJ5 Facility, Respondent required its employees to attend mandatory meetings for the purpose of exposing employees to Respondent’s statements in opposition to the Union:

- (a) April 10, 2022;
- (b) April 18, 2022; and
- (c) April 19, 2022.

15. On or about November 10, 2021, at the JFK8 Facility, Respondent, by an Unidentified (b) (6), (b) (7) Employee Relations Agent, during a mandatory meeting described above in paragraph 13(a):

(a) promised employees improved benefits to discourage employees from selecting the Union as their collective-bargaining representative; and

(b) solicited grievances from employees and promised to remedy those grievances to discourage employees from selecting the Union as their collective-bargaining representative.

16. On or about November 11, 2021, at the JFK8 Facility, Respondent, by (b) (6), (b) (7)(C), during a mandatory meeting described above in paragraph 13(b):

(a) promised employees improved benefits in order to discourage employees from selecting the Union as their collective-bargaining representative;

(b) solicited grievances from employees and promised to remedy those grievances to discourage employees from selecting the Union as their collective-bargaining representative; and

(c) threatened to withhold or reduce employees' wages if employees supported the Union.

17. On or about February 16, 2022, at the JFK8 Facility, Respondent, by (b) (6), (b) (7)(C), during a mandatory meeting described above in paragraph 13(c):

(a) threatened to withhold or reduce employees' wages if they chose to be represented by the Union; and

(b) threatened employees with the loss of existing wages and/or benefits if they chose to be represented by the Union.

18. On or about March 15, 2022, at the JFK8 Facility, Respondent, by (b) (6), (b) (7)(C), during a mandatory meeting described above in paragraph 13(d):

(a) threatened employees with unlawful discharge if they chose to be represented by the Union; and

(b) threatened to withhold wage increases and/or benefits from employees if they chose to be represented by the Union.

18. On or about April 10, 2022, at the LDJ5 Facility, Respondent, by (b) (6), (b) (7)(C), during a mandatory meeting described above in paragraph 14(a), threatened to withhold improvements to employees' wages and/or working conditions if they chose the Union as their collective-bargaining representative.

19. On or about April 18, 2022, at the LDJ5 Facility, Respondent, by (b) (6), (b) (7)(C), during a mandatory meeting described above in paragraph 14(b):

(a) threatened to withhold or reduce employees' wages if they chose to be represented by the Union; and

(b) threatened to withhold improvements to employees' wages and/or working conditions if they chose to be represented by the Union.

20. On or about April 19, 2022, at the LDJ5 Facility, Respondent, by (b) (6), (b) (7)(C), during a mandatory meeting described above in paragraph 14(c), threatened employees with the loss of benefits if they chose to be represented by the Union.

21. By the conduct described above in paragraphs 7, 8, and 11 through 20, Respondent has been interfering with, restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

22. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

23. As part of the remedy for the unfair labor practices alleged above in paragraphs 7, 8, and 11 through 20, the General Counsel seeks an order requiring that Respondent:

(a) physically post the Board's Notice to Employees ("Notice") in all locations where Respondent typically posts notices to employees at each of its facilities in Staten Island, New York, including in all employee bathrooms and bathroom stalls, and that Respondent electronically distribute the Notice by all methods that Respondent communicates with its employees, including but not limited to email, text message, social media, Voice of Associates (VOA) board, and web applications, including the Amazon A to Z app and "JFK8 inSites." The physical and electronic Notice shall be in English and in Spanish and any other languages deemed necessary to apprise employees of their Section 7 rights;

(b) provide a duly-appointed Board agent access to enter each of Respondent's Staten Island, New York facilities for a period of sixty (60) days, at reasonable times and in a manner not to unduly interfere with the Respondent's operations, for the limited purpose of determining whether the Respondent is in compliance with the notice posting and distribution requirements.

(c) read the Notice, in English and Spanish and any other languages deemed necessary, in the presence of a Board agent and the Charging Parties, at a meeting(s) convened by Respondent for all employees at the JFK8 Facility; and

(d) with Region 29 of the Board, schedule mandatory training session(s) for all Respondent supervisors, managers, and agents (including third-party security personnel and all outside labor or management consultants) covering the rights guaranteed to employees under Section 7 of the Act and submit an attendance list to the Regional Director within 7 days of the training session(s).

(e) hand deliver and email to each supervisor, manager and agent regularly assigned to work at any of Respondent's facilities located in Staten Island, New York the signed Notice, along with written instructions, signed by the site manager for the facility at which each supervisor, manager or agent is regularly assigned to work, directing each supervisor, manager and agent to comply with the provisions of the Notice, and provide the Regional Director with written proof of compliance.

(f) Rescind the unlawfully-applied "No Solicitation" rule described above in paragraph 10 at all Respondent facilities where those policies are in effect and provide appropriate written and electronic notification to all employees at those facilities of such rescission. Should Respondent wish to reinstate the policies, Respondent must include a disclaimer that Respondent will not apply the policies to Section 7 activities.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Consolidated Complaint. The answer must be **received by this office on or before**

August 25, 2022 or postmarked on or before August 24, 2022. Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Consolidated Complaint are true.

Pursuant to Section 102.22 of the Board's Rules and Regulations, any request for an extension of time to file an answer must be filed by the close of business on August 25, 2022. This request should be in writing and addressed to the Regional Director of Region 29.

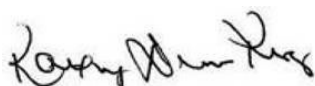
NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **September 19, 2022**, at 10:00 a.m., and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor

Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Consolidated Complaint. Pursuant to the Board's rules at 102.35(c), due to "compelling circumstances" created by the current Coronavirus Disease (COVID-19) pandemic and CDC guidelines on mitigating the risk of contracting Coronavirus, the trial in this matter may be conducted remotely by videoconference using Zoom technology. *See Morrison Healthcare*, 369 NLRB No. 76 (2020).

Details regarding how to connect to the hearing will follow. The parties are urged in the meantime to consult and cooperate with the Division of Judges or the assigned Judge regarding how the Judge will conduct the hearing, including how the parties will prepare witnesses, number and offer of documents and exhibits, and whether there will be public access to the hearing. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: August 11, 2022



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Attachments